

भारत सरकार
Government of India
पृथ्वी विज्ञान मंत्रालय
Ministry of Earth Sciences
समुद्री सजीव संसाधन एवं पारिस्थितिकी केंद्र
Centre for Marine Living Resources & Ecology
अटल भवन, एलएनजी रोड, पुतुवैप सौथ, ओचनतुरुत्त पी.ओ.
Atal Bhavan, LNG Road, Puthuvype South, Ochanthuruth P.O.

संख्या/ No.

No. AE-101/1/2022-Admin Section-CMLRE

कोच्ची/ Kochi- 682 508.....

Dated 07.07.2022

NOTICE INVITING TENDER

TENDER NOTICE FOR OUTSOURCING OF SECURITY GUARDS ON CONTRACT BASIS

Sealed tenders are hereby invited for and on behalf of the President of India for outsourcing of security services of ESM Security Guards for the Centre for Marine Living Resources and Ecology [hereinafter referred to as CMLRE in all documents] from agencies indicated in sponsorship letter No. 8304003/SA/CMLRE/2022/KER/6398/7292/6220/DRZS dated 18.06.2022 issued by the Directorate General Resettlement, Ministry of Defence, Pune

The sealed Tenders with requisite documents therein should reach the Director, CMLRE, Atal Bhavan, LNG Road, Puthuvype South, Ochanthuruth P.O., Kochi 682 508 by 1600 hours on 21st July 2022 which will be closing date for submission of the bids. The tenders will be opened on 22nd July 2022 at 1500 hours in the presence of tenderers or their authorized representatives if any.

CHAPTER - I INSTRUCTIONS TO BIDDER

1. Definition

In the document unless otherwise specified

- "Purchaser" shall mean CMLRE
- "Bidder" shall mean a person or a body of persons, duly registered with the DGR authorities for providing security services (unarmed). A bidder must have proven ability for undertaking the services as the case may be and sponsored by DGR.
- Services shall mean the services listed in the Chapter III and below any inclusion/ exclusion/ value addition shall be considered only with respect to the original specifications / requirements.
- "Bid" or "Tender" or "Offer" or "Quotation" shall mean a physically signed documented submission or response by the ESM Security Agencies specified by the Directorate General Resettlement of Ministry of Defence, Government of India, in their letter No. 8304003/SA/CMLRE/2022/KER/638/722/6220 dated 18.06.2022 in prescribed manner against the specified Tender Enquiry Notice or Request for Quotation floated by the purchaser.

2. Eligibility Criteria

- The bidder should be a firm / organization/ agency holding an empanelment certificate issued by the Directorate General Resettlement of Ministry of Defence.
- The bidder should have been sponsored for security and allied services through Directorate General Resettlement of Ministry of Defence vide letter No. 8304003/SA/CMLRE/2022/KER/6398/7292/6220/DRZS dated 18.06.2022
- The bidder should have been registered with concerned Government authorities for Service Tax and Income Tax.

3. **Submission of Bids**

- a) This tender document can be used / downloaded from the website of CMLRE (www.cmlre.gov.in).
- b) Bidder must submit their sealed Offers/ Bids through TWO BID SYSTEM as detailed below. Bids / Documents must be ink signed and sent to the Director, CMLRE, Atal Bhavan, LNG Road, Puthuvyppe South, Ochanthuruth P.O., Kochi 682 508 so as to reach him by 1600 hours on 21.07.2022. The cover containing the bid should be super scribed "**Quotation for Security Guards [CMLRE], Not to be opened before 21.07.2022**". Please note that the purchaser shall not take any responsibility if a tendered bid is not submitted with the above identifying information duly super scribed on the envelopes. The purchaser shall also not be liable for any pre-disclosure of such an un-identified bids. Late tenders will not be accepted.
- c) **Bids shall comprise of the following:-**
 - i) Sealed cover containing Technical Bid: Sealed envelope - I
 - ii) Sealed cover containing Price / financial Bid: Sealed envelope - II
 - iii) As spelt out hereunder, both kept together in a bigger sealed cover super scribed as above.
- d) Earnest Money Deposit (EMD) of Rs.8,000/- (Rupees Eight Thousand only) in the form of Account Payee Demand Draft in favour of the Drawing and Disbursing Officer, CMLRE, payable at Ernakulam from any scheduled commercial bank of India should be kept in the sealed cover containing the Technical Bid. EMD will not accrue any interest.
- e) Exemption from furnishing of Earnest Money Deposit for agencies sponsored by DGR vide letter No.8304003/SA/CMLRE/2022/KER/6398/7292/6220/DRZS dated 18.06.2022 would be as per DGR instructions.
- f) TECHNICAL BIDS should be submitted in duplicate together with specification and descriptive literature etc. in a separate SEALED ENVELOPE-I addressed to the Director, CMLRE, duly super scribed as "TECHNICAL BID" with Tender Reference Particulars. This part is to contain the relevant technical specifications and allied commercial term details as required in terms of the tender enquiry documents. **Details as per proforma in Annexure-I duly signed should invariably be enclosed. The price details should not be mentioned in Technical Bid.**
- g) The Technical Bid should contain attested copy of the empanelment certificate issued by the DGR and PAN card of ESM Agency.
- h) The PRICE BID should be in the firm's letter head covered in a SEALED ENVELOPE-II addressed to the Director, CMLRE duly super scribed as "PRICE BID" with Tender Reference Particulars mentioning very clearly the details of the price. **Details as per proforma in Annexure-II duly signed should invariably be enclosed.**
- i) The purchaser may at its discretion at any stage before or after the evaluation of the offers as may be received chose to cancel the present tender process or extend or alter the closing and opening schedule or proceed to retender without assigning any reason whatsoever.

4. CLOSING DATE

Duly completed Tenders should reach the Director, CMLRE, Atal Bhavan, LNG Road, Puthuvype South, Ochanthuruth P.O., Kochi 682 508 on or before 1600 on the closing date as mentioned in this document and in the event of date being declared as closed Holiday for the Purchaser's Office, the due date for closing of the Tender will be the following working day at the prescribed time. The bidders are not permitted to alter or modify their tender after expiry of deadline for receipt of the tender till the date of validity of tenders.

5. Opening of Bids

The tenders shall be opened at 1500 hours on the date following the Last Date for the submission of Bids (Closing Date) in the presence of the Bidders or their authorized representative who may choose to attend on the specified date and time at the premises of the Purchaser with proper authentication letter and identity proofs. The venue, date, time may be changed at the discretion of the Purchaser. Technical Bids will be opened first.

6. Evaluation of Bids

- a) Selection of the Bidder will be done in accordance with the prescribed norms and rules of the Government of India. Canvassing in any manner will render a bidder disqualified for consideration at any stage in the process of Tender Evaluation. The Purchaser, however, reserves the right to seek clarification on any aspect from the bidder as required. The Purchaser also reserves the right to reject or cancel any bid without assigning any reason therefore.
- b) Evaluation of the Technical Bids in the sealed envelopes will be done first and only those bids whose compliance of Technical parameters as well as general and commercial terms through Technical Bid Evaluation established will be considered for determining the lowest evaluated responsive bidder. The Purchaser will have full right to seek clarification from the vendors at any stage during the technical evaluation. In the case of the Director General Resettlement of Ministry of Defense Sponsored firms, in case the Technical Bids does not give adequate clarity / details, CMLRE reserves the right to seek clarification/ documents from the bidder before opening of the financial bids. The Financial Bids in SEALED COVER-II of the tender will be opened thereafter.
- c) The bids of the agencies who quote rates below the minimum wages notified by DGR and applicable as on date of issue of this tender will not be considered.

CHAPTER - II CONDITIONS OF CONTRACT

1. The Security Agency shall undertake to provide Security arrangement in accordance with DGR guidelines / instructions at CMLRE office premises and on-board the Government of India owned Fishery and Oceanographic Research Vessel (FORV) SagarSampada during its berthing at Kochi Port.
2. The Security Guards of the Agency deployed at CMLRE premises/ FORV SagarSampada should not have any adverse police records / criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of their employees whom they deploy in CMLRE. The character and antecedents of each personnel of the service provided will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity, previous work experience, proof of residence and recent photograph. The service provider will also ensure that the personnel deployed are medically fit. The service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a requirement.

3. The Security Guards deployed by the Security Agency at CMLRE premises and FORV SagarSampada shall at all time exercise extreme vigil, alertness and shall prevent theft, pilferage or loss of Asset and property of the Ministry of Earth Sciences / CMLRE kept in the premises.
4. The Guards deployed by the Security Agency shall if necessary check the incoming and outgoing vehicles, employees, visitors etc as per instruction of authorized official of CMLRE. And shall also maintain such registers as may be required for which necessary stationery will be provided by CMLRE.
5. The Security Agency shall deploy Security Guards at CMLRE round the clock on all days. The deployment of security guards onboard FORV SagarSampada shall be round the clock when the vessel is at Cochin port.
6. The service provider has to provide the photo identity cards to the persons employed by him / her for carrying out works. These cards are to be constantly displayed and their loss reported immediately.
7. The Security Agency shall provide necessary uniforms, shoes , belts, raincoat, baton, torch with cells, whistle etc to the security guards deployed for duty.
8. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
9. CMLRE may require the service provider to withdraw or remove from the site of work any person or persons employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forth with comply with such requirements.
10. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk , incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
11. The service provider shall not assign, transfer, pledge, or sub contract the performance or services without the prior written consent of this office.
12. The service provider's personnel shall not divulge, or disclose to any person any details of office, operational process, technical know-how, security arrangements, administrative/ organizational matters.
13. The firm / agency should be registered with the Government and authorized for deployment of security guards.
14. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
15. Penalty of 0.5% per week or part thereof of the contract value shall also be levied for failure to perform the contract satisfactorily subject to a maximum of 10% in the form of liquidated damages. This would be without prejudice other remedies available to the purchaser.
16. The service provider shall engage the necessary person as required by CMLRE from time to time. The said security guards engaged by the service provider shall be employees of the service provider and it shall be the duty of the service provider to pay their wages every month

and comply with all statutory obligations under all related legislations as applicable to it from time to time and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any statutory obligations.

17. There is no master & servant relationship between the security guards of the service provider and this office and further the said employees of the service provider shall not claim any employment, engagement or absorption in CMLRE/ Ministry of Earth Sciences.in future.
18. The agency's/ service provider's employees deployed by them in CMLRE for carrying out the outsourced work /service shall not claim any benefit/ compensation/ absorption/ regularization of service from/ in this office under the provisions of any Statute / Regulation. The security agency shall meet all the statutory obligations such as wages, provident fund, bonus, ESI and any and every amenities in respect of the security guards deployed by them. CMLRE/ MoES shall have no responsibility on this account.
19. The Security Agency shall be liable to compensate MoES for the theft, loss/ damages caused to MoES/CMLRE due to the negligence or non compliance of the condition of the agreement by the security guards on duty.
20. MoES shall not be responsible to or liable for any injury suffered by the security guards while on duty.
21. The payment of minimum wages/ transportation/ food / medical and other statutory requirement under the various Acts / Government Regulations in respect of each personnel of the service provider will be the responsibility of the service provider and CMLRE shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
22. The service provider shall be contactable at all times and message sent by email/ fax / Special Messenger/ Phone from Ministry / CMLRE to the service provider shall be acknowledged immediately on receipt on the same day. Service provider shall strictly observe the instructions issued by CMLRE in fulfillment of the contract from time to time.
23. The firm/ agency should have Provident fund Account No. / ESI No. in their name.
24. For any lapses of security/ discipline/ behavior of the security guards, the security agency shall take immediate action to replace the guards.
25. The minimum wages to be paid to the security guards will be as per notification of the Government/ DGR. The purchaser will pay the service provider from time to time amounts not less than the minimum wages for ESM Security Guards as notified by the Government /DGR.
26. The successful bidder should furnish a security deposit as per instructions of the Government of India / Guidelines of DGR from time to time. The Security Deposit will not accrue any interest and may be forfeited in the case of non-compliance of the terms of agreement by the service provider or frequent absence / misconduct on the part of security guards by the Agency.
27. The successful bidder will enter into an agreement with this office for deployment of security guards as per the requirements of CMLRE on these terms and conditions. The agreement will be valid for a period of 24 months commencing from **01st August 2022** and shall be extendable for a period of one year from the date of initial contract on the same rates, terms and conditions. Extension thereafter will be dependent upon the instruction of Government of India and guidelines of DGR in force at that time.

28. CMLRE reserves the right to cancel the contract at any stage without assigning any reasons.
29. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement, the Security Deposit/ Performance Guarantee submitted by them shall be forfeited.
30. That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the agency to pay and settle the same.
31. Based on the instructions of Government of India from time to time, integrity pact etc. have to be entered into with the Government by the service provider.
32. All disputes and differences arising out or in any way touching or concerning the contract shall be referred to the sole arbitration of person nominated by the Secretary, Ministry of Earth Sciences. The award of the arbitrator so appointed shall be final and binding on the parties to the agreement.
33. The prices charged for the services supplied under the contract by the service provider shall in no event exceed the lowest price at which the service provider provides the services of identical description to any person/ organization during the period of the contract. If at any time during the said period, the service provider reduces the service price or offer to provide services to any person /organization such lower price will be chargeable from CMLRE under the contract.
34. Submission of bids would imply that the bidder has accepted all the terms and conditions in this tender document in totality.
35. The resultant contract will be interpreted only under Indian laws and will be subject to jurisdiction of courts at Ernakulam.

CHAPTER - III: Schedule of Requirements

Bids are required for the following services under this Tender

Nomenclature Stores/ Services	Quantity required	Tender No.	Closing Date
ESM Security	06	AE-101/1/2022-AdminSection-CMLRE	Dated 21.07.2022

CHAPTER - IV : Specifications and Allied Technical Details

The bidding for deployment of ESM security guards should be as per DGR guidelines and specifically as per sponsorship letter No. 8304003/SA/CMLRE/2022/KER/6398/7292/6220/DRZS dated 18.06.2022 of DGR, MOD. Details of Annexure-I and Annexure-II should be enclosed with technical and financial bids respectively as detailed in Chapter-I

(टेलसन नोरोणा / Telson Noronha)
वैज्ञानिक - डी एवं कार्यालय अध्यक्ष / Scientist -D and Head of Office
For and on behalf of President of India

Annexure - I

TENDER FORM FOR PROVIDING SECURITY GUARD (WITHOUT ARMS/ WEAPONS)

1. Name of the Firm :
2. Full Postal Address :
- a. Cell Phone No. :
- b. Telephone No. :
- c. Fax No. :
- d. e-mail ID :
3. Date of Establishment of firm :
4. Nature of the firm i.e. whether proprietorship/
Partnership/ limited Details of partners etc :
5. Registration No. :
(Please enclose Photocopy)
6. Total Number of Employees :
7. Are you in the list of approved contractors of
any other organization/ institutions, if any, :
Give details (Append extra page if necessary)
8. Give details of the Government contracts
executed during the last twelve months :
(append extra page if necessary)
9. Any other information which you consider
necessary to furnish :
10. Permanent Account No. of Income Tax
Department (attach copy) :
11. ESIC and PF Account No. (attach copy of letters) :
12. Name and Address of your Bankers
stating the name in which the Account stands :

P.T.O.

It is certified that the particulars given above are true to the best of my knowledge and I/we have read the terms and conditions and duties/ responsibilities of the Security Staff to be engaged for the purpose and have also understood the same and do hereby undertake to abide by the same without any reservations on any ground whatsoever. In case of any breach of the said conditions, I/ we shall be responsible for the consequences of the same.

Place:.....
Date:.....

Full Name & Signature of Authorized Signatory
with Rubber stamp of the Agency affixed

Annexure - II

**DETAILS OF THE CHARGES FOR PROVIDING SECURITY STAFF (WITHOUT
ARMS/ WEAPONS) TO BE QUOTED**

Monthly Charges (In Rs.) for one Security Staff

Sl.No.	Description	Percentage (This is to be read in conjunction with latest rules / acts/ regulations and policies promulgated by competent Government authority	Security Guard (without arms/ weapons) Rs.
a)	Basic Wages (BW) plus Variable Dearness Allowance (VDA)		
b)	Employees State Insurance (ESI)		
c)	Employees Provident Fund (EPF)		
d)	Employees Deposit Linked Insurance (EDLI)		
e)	Administrative Charges		
f)	House Rent Allowance (HRA)		
g)	ESI on HRA		
h)	Bonus		
i)	Uniform Outfit Allowance		
j)	Uniform Washing Allowance		
k)	TOTAL	Sum of (a) to (j)	
l)	Relieving Charges 1/6 th of total of serial of (k)		
m)	Total cost per head	Sum of (k) to (l)	
n)	Service Charges		
o)	SUM TOTAL	Sum of (m) and (n)	
p)	Service Tax		

(Rates quoted above should not be less than minimum wages prescribed by Government / DGR as on date of issue of the Notice Inviting Tender)

Place:.....

Date:.....

Full Name of Tenderer:

Signature and Seal of Tenderer